

**THE MIDTOWN ALEXANDRIA STATION CONDOMINIUM ASSOCIATION**  
**Policy Resolution No. 08-09**

(Policy Concerning the Private Use and Reservation of the Pool Facilities)

**WHEREAS**, Article III, Section 3.1 of the Bylaws of The Midtown Alexandria Station Condominium Association ("Bylaws") assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of The Unit Owners Association ("Association") and provides that the Board may do all such acts and things as are not prohibited by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association;

**WHEREAS**, Article III, Section 3.1(6) of the Bylaws provides that the Board shall have the power to adopt rules and regulations;

**WHEREAS**, Article III, Section 3.1(3) of the Bylaws imposes upon the Board the duty and power to provide for the operation, care, upkeep, and maintenance of all of the Condominium; and

**WHEREAS**, the Pool, Pool Deck and Spa ("Pool Facilities") are Residential Common Elements reserved for the exclusive use of all of the Residential Units;

**WHEREAS**, the Board has decided that is in the best interest of the Condominium to promulgate a resolution which establishes a policy governing the reservation and use of the Pool Facilities for certain private events.

**NOW, THEREFORE, BE IT RESOLVED, THAT** the Board adopts the following policy regarding the reservation and use of the Pool Facilities for certain private events and hereby directs management to administer the policy.

**I. RESERVATION AVAILABILITY**

Subject to availability, residents of the Association that are in good standing may apply to reserve the Pool Facilities, for their exclusive use by complying with the terms of this policy. Members in good standing are those members who are fully compliant with all of the regulations of the Association, including, but not limited to, the obligation to pay assessments and the obligation to comply with all covenants, rules and regulation set forth in the Declaration, Bylaws and policy resolutions of the Association. Management shall administer all requests for the reservation of the pool facilities on a first-come, first-served basis.

Management shall determine the availability of the Pool Facilities for private reservation by prioritizing the use of the space in favor of the activities of the Board, Committees, and Association-sponsored events; provided, however, that Management shall not pre-empt an already existing reservation. Use of the facilities will be based on the following order of priority:

- 1) Regularly scheduled recreational or club meetings
- 2) Private resident gatherings on a first-come, first-served basis

Only one reserved event may be held in the Pool Facilities at one time.

As part of the reservation process, residents who wish to reserve the Pool Facilities must provide proper identification to prove membership or residency in the Association to the satisfaction of management.

## **II. OCCUPANCY**

The maximum number of people who may occupy the Pool Deck at any one time is 60 persons. Please note, this number does not refer to the maximum number of persons who may occupy the Pool at one time which is 54, or the maximum number of persons permitted in the spa at one time, which is six (6). All persons that reserve the Pool Facilities for an event or for their exclusive use (hereinafter "Renters") must conform to this limitation and bear complete and total responsibility for compliance with this restriction during the term of any reservation period. If it is determined that a Renter has violated the occupancy limits for the facility, they will be permanently prohibited from reserving any of the facilities.

## **III. ELIGIBILITY**

Only persons who are: (1) a unit owner residing in the building; or (2) listed on a valid lease that is on record with the Association, are eligible to be a Renter. The Renter reserving the facility must be present at the function for which the amenity is reserved. The Renter reserving the facility is responsible for the actions of his or her guests. No person will be permitted to be a Renter if such person is delinquent in the payment of assessments or is in violation of any provision of the Condominium Instruments, policy resolutions or duly-adopted rules and regulations of the Association at the time such person submits a request to reserve one of the facilities.

## **IV. INSPECTIONS**

Prior to any reservation, management shall inspect the facility subject to the reservation to record the current condition of the facility. After the term of any reservation period, management will conduct a post-use inspection of the facility reserved. Management shall prepare a report of the event that will be considered a part of the final inspection report. In their sole discretion, management shall make all determinations as to whether any damages occurred during the reservation period and the amounts which shall be deducted from the security deposit or specially assessed to the Renter, if the security deposit is inadequate. If the Renter disagrees with management's determinations, he/she may appeal to the Board by filing an appeal with the Association's management agent within 10 days of the inspection. The appeal must be in writing and must state the reasons for the appeal. The Board will then schedule a hearing to review the matter and make a final decision.



## **V. TIME OF USE**

The Pool Facilities shall be available for private use only outside the normal operational hours of the pool, which shall be established in the sole discretion of the Board and may vary from pool season, to pool season. Exceptions to the hours for use can only be made by the Board of Directors, in writing and upon a written request of an applicant Renter. The Pool Facilities shall not be available for private use during any national holiday.

Before vacating the premises, Renters are responsible for the proper disposal of all food, party decorations, and routine cleaning. The term "routine cleaning" includes, but is not limited to, restoring the facility to their pre-use condition and cleaning up any trash and debris located in the facility and any surrounding areas. Renters must dispose of all trash in appropriate containers (i.e. double-bagged) and dispose of the trash by placing it in the dumpster at the conclusion of the reservation period. The renter is responsible for completing all of the renter's cleaning responsibilities within two hours of the completion of reservation period. Failure of an owner to complete their cleaning responsibilities in accordance with this policy shall result a cleaning charge of \$75 per hour, with a 3-hour minimum. The Renter's security deposit will be used to pay for any of the required cleaning, and any amounts in excess of the deposit, shall be charged to the Renter's account.

## **VI. CONDITIONS OF RENTAL**

Renters who wish to reserve the facilities for exclusive use must sign a non-transferable agreement for the reservation of the facilities and pay the required deposit. A copy of the agreement is attached as Exhibit A. The agreement shall provide that the Renter releases and agrees to hold harmless the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to person or property, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of my use or my guests use of the facility. The Agreement shall also provide that individuals are expressly prohibited from reserving the facilities for use by another party. If a Renter reserves the facilities for use by another party, he or she shall be in breach of the agreement shall forfeit their entire deposit and shall be permanently prohibited from reserving the Pool Facilities in the future. The Board shall authorize management with the authority to review all proposed agreements. Management shall have the power to deny any reservation request if the proposed use appears to be in conflict with the terms of this policy. The following conditions shall apply to all agreements:

- A. Renter must hire and pay for the use of two lifeguards who are employed by the Association's pool management contractor and who must remain on duty for the duration of the private event. All Renters must provide documentation to the Association's management office that the lifeguards have been hired for the duration of the private event, within five (5) days

of the private event. If no documentation is provided, the Association's management shall cancel the function.

- B. All Renters, their guests, invitees, and licensees who are in attendance at the private event must comply with all pool rules and regulations, as established by the Board and published to the membership.
- C. All Renters, their guests, invitees and licensees who are in attendance at the private event must comply with any and all restrictions imposed and enforced by the on-duty lifeguards.
- D. Renters must be physically present in the facility at all times during the term of the reservation period and the Renters' guests shall be required to sign in at the beginning of a function with the front desk. If guests fail to sign in with the front desk personnel on duty at the beginning of the function, the Board and Management reserves the right to cancel the function.
- E. Renters may not charge fees of any sort for admission or entry into the Pool Facilities.
- F. Renters must provide chaperons for all activities attended by individuals under 18 years of age. All chaperons must be at least 21 years of age. Renters must provide a minimum of one chaperon for every ten minors present during the use of the facilities.
- G. Under no circumstances may anyone remove, or permit to be removed, any equipment belonging to the Association from the facilities.
- H. When a Resident hosts an event, the Resident must leave a guest list at the front desk. The owner of the unit in which the Resident hosting the event resides is responsible for the conduct of all persons on the guest list, but does not have to sign in each person on the guest list prior to their access to the building.
- I. No one may place a dance floor, risers, sound-amplifying devices, smoke machines or any other heavy equipment in the pool facilities. Any exceptions to this policy must be approved of in writing, by the Board of Directors.
- J. All pool facilities are non-smoking.
- K. Renters must obtain written approval from management at least 5 days prior to any event in which the Renter wishes to use or install decorations, sound equipment or auxiliary lighting. Management may deny approval in its discretion or condition approval upon a satisfactory inspection of all



decorations, auxiliary lighting, or sound equipment by a County representative, a licensed electrician, or any other individual deemed necessary by management. If so, the Renter shall be responsible for any fees necessary to cover the cost of the inspection, which management may deduct from the security deposit. Management shall provide notice of any such inspection and the fees to the Renter in advance.

- L. Users may not bring acids or any other material that is flammable, toxic, a "hazardous material" as defined by federal regulations, or presents any potential for damage, to the pool facilities.
- M. Before vacating the premises, Renters must perform "routine cleaning" of the facilities, as defined above in Section IV.
- N. Renters must ensure that all attendees be present by invitation only. Invitations to the general public to join any facility activity shall be absolutely prohibited.
- O. No activities which violate any federal, state or local law or ordinance are permitted in the facilities.
- P. The facilities may not be used for commercial purposes.
- Q. There shall be no fee for beverage service or "cash bar" at any event held in the facilities. If alcohol is to be served in the facilities, the renter is required to obtain a temporary liquor license from the Virginia Department of Alcoholic Beverage Control. Alcohol may not be served to or consumed by anyone under the age of twenty-one and must be consumed responsibly. The Renter must provide a copy of the liquor license to the Association's management, at least 5 days in advance of the private event. Failure to do so will result in cancellation of the event.
- R. No glassware or glass serving pieces are permitted within the Pool Facilities. Only plastic or paper products are permitted within the Pool Facilities.
- S. Management has the power to terminate an event if the Renter or his or her guests fail to comply with the provisions of this policy or any policies, rules or regulations of the Association. Renters must cooperate with, and obey at all times, the management and Association personnel.
- T. Renters must ensure that all attendees stay in the facilities and do not wander through other parts of the Condominium.
- U. Renters are responsible for ensuring that their guests and invitees comply with the terms of this policy and the agreement. Any violation of this

policy and/or the agreement by a guest or invitee shall be treated as a violation by the Renter or the Renter's landlord.

- V. All doors and gates to the facilities must be closed at all times when a person is not actively entering or exiting the facility. It is expressly prohibited for any person to prop open any doors or gates to the facilities, and the Board authorizes management to terminate any reservation if they find the door/gate is propped open in violation of this policy or the noise levels are deemed in the Board's or management's discretion to be excessive and constitute a disturbance to residents of the Association.
- W. No reservations may be made on a national holiday.

## **VII. FEES AND DEPOSITS**

- A. Any resident who wishes to reserve the Pool Facilities (including the pool, the pool deck and the spa) must pay a security deposit in the amount \$350.00, along with a rental fee of \$100.00.
- B. Any resident who wishes to reserve the Pool Facilities and the Grill Deck must pay a security deposit in the amount of \$350.00, along with a rental fee of \$150.00.
- C. The Board shall consider any incident of non-compliance with these terms to be a breach of the agreement and the Board has the right to retain either all or a portion of the security deposit and the right to cancel the event; provided, however, that the Board will send written notice to the resident explaining the violation, the reason the resident's security deposit has been retained and/or cancellation of the event has occurred and giving the resident the right to contest any alleged violation of the terms of this Policy with the Board. A Renter's failure to request an appeal of any charges imposed will be deemed an acceptance of the charges. The fees established by this section shall not apply to official Association events.
- D. If a reservation request is received more than ninety (90) days prior to the proposed reservation period, the Association reserves the right to cancel the reservation and return the deposit and fee if the Board elects to reserve the room for an official association sponsored event during that same, proposed reservation period.
- E. The Board reserves the power to change the security deposit amount at its discretion, although anyone who signs an agreement for reservation of the Pool Facilities shall be entitled to pay the deposit in effect at the time they signed the agreement. Prior to exercising its power to change the security deposit, the Board shall give notice to Unit Owners of the proposed change and the reasons and justification necessitating the increase.



- F. The facility shall be formally reserved when a Renter delivers to the Association a signed agreement, along with full payment of the security deposit and all use fees, and has received a written confirmation and signed copy of the agreement from management. All payments must be in the form of a personal check, certified check, or money order made payable to The Midtown Alexandria Station Condominium Association.
- G. In the case of a cancellation, including cancellation due to the Renters failure to provide the required documentation related to the lifeguards, liquor licenses or any other documentation required by the provisions of this Resolution, the Association shall refund the deposit within 10 business days following the date of receipt of notice of cancellation, including as the case may be, return of an undeposited security deposit check to the resident.
- H. After the reservation of the facility, the Association shall document all damage and itemize any costs to apply to the security deposit, if any. The invoice shall be sent to the resident and shall provide the resident an opportunity to challenge the costs applied to the security deposit to the Board. Any remaining balance in the security deposit shall be refunded within 10 business days following the date of the reservation period.
- I. The Association shall refund the security deposit (or balance thereof) in a form payable to the Renter. The Association shall deduct from the security deposit any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by the Renter as described in Article IV and agreed to by the Renter in the agreement. The determination as to whether the Renter has satisfactorily completed all routine cleaning shall be in the sole discretion of management, who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the facility, which may also include the costs of any extraordinary cleaning services, if determined necessary by management. The Renter shall be responsible for any difference between the amount of damages and the security deposit, which shall be treated as an assessment against the Renter's unit. The Renter shall be responsible for any and all damages and violations that occur due to the use of the facility regardless of whether the Renter personally caused the damage.
- J. The Renter agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the reservation of the facility.

- K. If the Renter fails to pay any sum due to the Association after fifteen (15) days of a final decision, the principal amount due shall bear interest from the date due at an annual rate of eighteen percent (18%). A "final decision" shall be the final decision of the Board after a Resident has appealed the imposition of charges to the Board or, if the right to appeal a charge has been waived, the date of notice of the imposition of charges is sent to the unit owner.

#### **VIII. VIOLATIONS, ENFORCEMENT POLICY**

All Renters shall be subject to the Association's enforcement policy for violations of the governing documents if the renter violates this policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolution and the Virginia Condominium Act, including but not limited to, the imposition of monetary charges and the suspension of a unit owner's membership rights.

All landlord unit owners are responsible for the conduct of their tenants. If a Renter violates this policy and causes damage to the premises that exceeds the security deposit, the Association shall hold the unit owner responsible for such conduct and costs and reserves the right to take appropriate action against the unit owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the landlord's unit.

The remedies set forth in this Policy shall not constitute an election of remedies. The Association reserves the right to take any and all actions available to it under the law, which may include the imposition of penalties, suspension of privileges and filing suit to obtain injunctive relief or a money damages.

#### **IX. LIABILITY**

The Association, its directors, agents, officers, employees or other designees shall assume no responsibility for the person or personal property of any individual who uses the facilities during a reservation period.

The Renter and any guest or other user of the facilities shall be responsible for adherence to all of the Association's rules and regulations, legal documents, and policies, including any amendments thereto and all specifications of the agreement, and the Renter shall be responsible for ensuring that his guests and invitees comply with all such rules and regulations, legal documents, and policies.

The Condominium is under no liability to the Renter due to any discontinuance of heat, hot water, and air conditioning or for the discontinuance of any other service caused by accident, breakage or other reason.

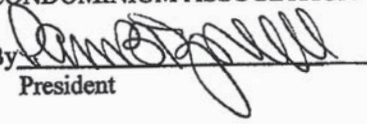
Enacted this 21<sup>st</sup> day of April, 2008.



THE MIDTOWN ALEXANDRIA STATION  
CONDOMINIUM ASSOCIATION

By

President

A handwritten signature in black ink, appearing to read "C. M. [unclear]", is written over a horizontal line.